



## **FULTON COUNTY**

PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 11RFP77846YB-BR

### **COUNTYWIDE/ENTERPRISE IP ACCESS CONTROL & VIDEO SURVEILLANCE SYSTEM and MAINTENANCE PROGRAM**

For

FULTON COUNTY GOVERNMENT  
DEPARTMENT OF INFORMATION TECHNOLOGY



Funded in whole or in part by the American Recovery and Reinvestment Act  
(ARRA) 2009

RFP DUE DATE AND TIME: JUNE 7, 2011 @ 11:00 A.M.

LAST DAY TO SUBMIT QUESTIONS: TUESDAY, MAY 24, 2011 @ 5:00 P.M.

PRE-PROPOSAL CONFERENCE DATE: TUESDAY, MAY 17, 2011 @10:00 A.M.

RFP ISSUANCE DATE: MONDAY, APRIL 29, 2011

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LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303

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## SECTION 1 INTRODUCTION

### 1.1 PURPOSE

Fulton County Government (FCG), Georgia ("County") is interested in acquiring and implementing a Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers with expertise in providing and installing access control systems, IP-based video surveillance systems, and providing maintenance services for this equipment on a countywide basis. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP. FCG intends to award one contract, for an initial one (1) year term and four (4) one-year options to renew to a vendor or vendors that is able to supply FCG Agencies with an unknown quantity of access systems, video surveillance systems, and maintenance services, as further described in Section 3.0-Proposal Requirements of this RFP.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 DESCRIPTION OF THE PROJECT

This project involves the acquisition and implementation of an enterprise access control & IP based video surveillance solution within its facilities and in strategic locations within Unincorporated Fulton County. This system will be used to monitor movement in and around FCG properties including buildings and in strategic locations in Unincorporated Fulton County to reduce crime. The system will also be used to assist with crisis management and must be accessible via the Internet to approved entities outside of the County (e.g. Federal Bureau of Investigation, Georgia Bureau of Investigation, etc.). Fulton County Government requires a robust system that will be capable of satisfying its security needs with the capacity to expand the system. **The system and all components must comply with the County's existing IT infrastructure and technology standards and protocols.** The County is interested in a solution which maximizes the use of its existing IT network standards (Cisco Systems) and

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existing assets without negatively impacting the County's IT environment.

### **1.3 BACKGROUND**

The use of closed-circuit television (CCTV) systems by the County to monitor activities has been available as a security measure for many years. With advances in technology, as well as heightened security concerns, CCTV is assuming a more integrated role in providing the County improved situational awareness rather than raw video images. To reflect integration with existing networks, such as access control, IP-enabled video surveillance and related network features, decision making is moving more toward IT organizations and away from the traditional physical-security decision makers, with continued advancements in camera technology and the more-efficient use of network switches and routers to digitally manage a network for surveillance. The County is defining a total IP-based video solution as "comprehensive IP video surveillance." This type of solution encompasses simultaneous viewing from remote locations, or integrating cameras with an access control or other screening system to provide a common operating picture. For example, comprehensive IP video will have to be integrated within the existing IT environment, and new demands could be placed on the existing network infrastructure. For instance, the streaming of live video is bandwidth-intensive, and it can be too costly to upgrade networks or too difficult to use in situations where there are many users. When business requirements do dictate the need for streaming video, the use of application delivery controllers and/or WAN optimization controllers may be required to minimize the impact on other network traffic and to ensure that sufficient bandwidth is available to support video surveillance needs.

FCG currently has a mix of both analog and digital surveillance systems in each facility with a range of camera quantities and models. Some facilities also have localized access control systems. The ability to remotely manage and maintain systems internally is critically important to the County. FCG has completed several physical security audits and inventories and has developed draft design concepts which can be provided to the selected vendor. The selected vendor will provide design, implementation and maintenance services.

### **1.4 COUNTY OBJECTIVES**

The following are the County Objectives for this project:

- Acquire a comprehensive and highly scalable enterprise security solution to include video surveillance (indoor and outdoor), physical access control and digital signage systems that meets our current and future security needs

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- Leverage the County's existing IT network platform (Cisco Systems) to build a media network (medianet) to minimize total cost of ownership and promote integration and interoperability
  - Implement a solution that includes up-to-date and smart technologies such as video analytics, motion detection, event triggers, alerts, integration capabilities, intelligent networks/ medianets, quality of service (QoS), data storage optimization, digital signage, etc.
  - Implement a scalable solution that may be expanded in terms of:
    - Functionality (i.e., new features)
    - Quantity (i.e., additional cameras, locations)

### **1.5 Purchasing the RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

### **1.6 SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

### **1.7 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **Tuesday, May 17, 2011 at 10:00 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

### **1.8 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, June 7, 2011 at 11:00 A.M.** , legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received



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after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **1.9 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

## **1.10 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person: **Brian Richmond, Assistant Purchasing Agent, Department of Purchasing & Contract Compliance, Public Safety Building, 130 Peachtree Street, SW., Suite 1168, Atlanta, Georgia 30303, Phone: (404) 612-7915, Fax: (404) 893-1732, Email: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### 2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

**Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.

**Agreement** – refers to the executed contract between the County and Contracting Entity.

**County** – Fulton County Government and its authorized representatives.

**Contact Person** – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

**Offeror** – the entity of individual submitting a proposal in response to this RFP.

**Owner** – Fulton County Government

**Proposal** – the document submitted by the offeror in response to this RFP.

**Proposer** – the entity or individual submitting a proposal in response to his RFP.

**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

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### 2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

### 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, May 24, 2011 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing & Contract Compliance**

**Attn: Brian Richmond**

**Public Safety Building**

**130 Peachtree Street S.W. Suite 1168**

**Atlanta GA 30303**

**Email: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**

**P: (404) 612- 7915 F: (404) 893-1732**

**RE: 11RFP77846YB-BR, Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end

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absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2011. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2012 and shall end no later than the 31<sup>st</sup> day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2013 and shall end no later than the 31<sup>st</sup> day of December, 2013. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

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**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

**2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

**2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

**2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to,

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current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

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## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.



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- The County reserves the right to waive any technicalities or irregularities in the Proposals.
  - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
  - The County may request Proposers to send representatives to the County for interviews and presentations.
  - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
  - The County reserves the right to discontinue negotiations with any selected Proposer.
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
  - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
  - The County may add to or delete from the Project Scope of Work set forth in this RFP.
  - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
  - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
  - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

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## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the ***[Insert name]***, or designated representative.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

## **2.23 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

## **2.24 RIGHT TO PROTEST**

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has

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submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

## **2.25 FIRST SOURCE JOBS POLICY**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

## **2.26 GENERAL REQUIREMENTS**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate

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sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for

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contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

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18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
  22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
  25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right

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to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the



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Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

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## SECTION 3

### SPECIAL CONDITIONS FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) PROJECTS

*The special conditions set forth in this section shall be incorporated in and deemed part of the Bid and the Contract, as indicated.*

#### 3.1 ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publication (written, visual or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement:

“Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA).”

Fulton County Government (“County”), as a recipient of American Recovery and Reinvestment Act (“Act”) funds, is legally obligated to meet accountability and reporting requirements under the Act. The County or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy or procedure.

#### 3.2 REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. The County, as a prime recipient of Recovery Act funds, must comply with the Recovery Act’s extensive reporting requirements, including quarterly financial and programmatic reporting. The County will require quarterly reports from its sub-recipients in order to fulfill its obligation. The sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be available to streamline the process. The sub-recipient agrees to provide the County all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The sub-recipient’s receipt of funds is contingent on meeting the Section 1512 reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, sub-recipients receiving Recovery Act funds should be aware of the current Recovery

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Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to the County via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act.
- Project activity milestones (based on sub-recipient scope of work)

### **3.3 SITE VISITS**

The County and the Federal agency's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems to provide technical assistance, if required. Grantee must provide, and must require its sub-awardee to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

### **3.4 LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

#### **United States Laws, Regulations and Circulars (Federal)**

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits:

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

Labor and Safety Standards:

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

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Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

C. Laws against Discrimination which includes but are limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

Age Discrimination Act of 1975, as amended (42 U.S.C.6101-07), which prohibits discrimination on the basis of age;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, **relating** to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) which may apply to the application.

D. Other:

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a

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result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements;

Any other requirements required in the Assurance attached as Exhibit 3; and

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

#### **Special Condition 1 – Buy American Preferences**

*The following provisions shall be incorporated in and deemed part of the RFP:*

- (a) The American Recovery and Reinvestment Act (ARRA) of 2009, states that no funds appropriated for a project for public infrastructure or public works, as defined in the Buy American Act, unless all of the iron, steel, and manufactured goods used in the project is produced in the United States. The following terms apply:
  - 1. Steel and manufactured products. As used in this clause, steel and manufactured products include (i) steel produced in the United States or (ii) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs 1.2. (i) or (ii) shall be treated as domestic.
  - 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
  - 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- (b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this contract. The Federal agency involved may waive these requirements in the following instances:
  - 1. That the domestic materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

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2. That the Federal agency has determined, that domestic preference would be inconsistent with the public interest; or
  3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Special Provisions 2 – Civil Rights Act of 1964, Title VI (49 CFR Part 21)

*The following provisions shall be incorporated in and deemed part of the Contract:*

During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

1. **Compliance with Regulations.** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract

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sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions.** The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**1.0 SPECIAL CONDITION 3 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**(49 CFR PART 20)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

- (1) No Federal appropriated funds shall be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

### 3.0 SPECIAL CONDITION 4 – DAVIS BACON REQUIREMENTS (29 CFR PART 5)

*The following provisions shall be incorporated in and deemed part of the Contract:*

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



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(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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3. Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of

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work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of

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fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4.0 SPECIAL CONDITION 5 – EQUAL EMPLOYMENT OPPORTUNITY**

*The following provisions shall be incorporated in and deemed part of the Contract:*

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. The CONTRACTOR will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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**5.0 SPECIAL CONDITION 6 – STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR PART 60.4.3)**

*The following provisions shall be incorporated in and deemed part of both  
the RFP and the Contract:*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve

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the Plan goals and timetables.

4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period and the CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring



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hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a CONTRACTOR association, joint CONTRACTOR union, CONTRACTOR community, or other similar groups of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

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11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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## 6.0 SPECIAL CONDITION 7 – TERMINATION OF CONTRACT (49 CFR PART 18.36)

*The following provisions shall be incorporated in and deemed part of the Contract:*

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any

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**7.0 SPECIAL CONDITION 8 – CONTRACT WORKHOURS AND SAFETY STANDARDS  
ACT REQUIREMENTS (29 CFR PART 5)**

*The following provisions shall be incorporated in and deemed part of the Contract:*

**1. Overtime Requirements.**

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

**3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in

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paragraph 2 above.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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## SECTION 4 PROPOSAL REQUIREMENTS

### 4.1 SUBMISSION REQUIREMENTS

#### 4.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than ***Tuesday, June 7, 2011*** at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #11RFP77846YB-BR  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP #11RFP77846YB-BR  
COUNTYWIDE IP ACCESS SYSTEMS, VIDEO SURVEILLANCE SYSTEMS, AND**

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**MAINTENANCE PROGRAM**  
**[Technical or Cost Proposal]**  
**Proposer's Name and Address**

#### **4.1.2 Number of Copies**

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

#### **4.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

#### **4.3 SCOPE OF WORK**

The following is a list of attachments which will be referenced within this Scope of Work:

- Appendix A- IT Network Infrastructure Administration Policy 600-61
- Appendix B- FC Justice Center Complex Security Policy 600-51
- Appendix C- FC Government Center Complex Security Policy 600-33
- Appendix D- FC IT Standards
- Appendix E- FC SDLC & Project Management Standards
- Appendix F- FC Government Center & Justice Center Campus Network





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- Appendix G- Fulton Industrial Blvd
  - Appendix H- Old National Hwy
  - Appendix J- Pricing Schedule
  - Appendix J-1 Representative Project Drawing

The selected system and all components must comply with the County's existing physical security policies & procedures as well as the County's Information Technology (IT) technical standards and requirements (Appendix A, B, C, D, E). The County's current IT network platform/equipment standard is Cisco Systems. **The vendor must be a certified Cisco Systems' Authorized Technology Provider (ATP) in the areas of Physical Access Control and Video Surveillance.** Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP. The County is interested in installing an enterprise wide IP-based access control & video surveillance system consisting of cameras integrated with various types of access control, sensors and systems that utilize a wired or wireless infrastructure to transmit signals (data, imagery, etc.) to a storage medium. The County is interested in a solution which maximizes the use of its existing security assets (cameras, access control equipment, etc.) and IT infrastructure and assets without negatively impacting the County's IT environment. The County's preference is to build a media network or "medianet" to separate video traffic from other data traffic; however, the County will consider the best practice recommendations of the selected vendor based on specific operational environments, need and cost benefit. A layout of the County's Government Center and Justice Center campus network is provided in Appendix F.

The vendor will also be required to deliver a "turnkey" outdoor surveillance solution that allows County public safety agencies to view live and recorded video via internet-based interfaces from any computer on the County's network, including patrol cars. The turnkey solution will provide design, installation and maintenance services for the turnkey surveillance system including network connectivity (wired and wireless) to all end-point devices. The County prefers Geographic Information System (GIS)/map based interfaces (e.g. Google Maps, etc.) for operational ease of use. The system will feature a combination of pan/tilt/zoom and high-definition surveillance cameras at strategic positions (to be determined by Fulton County Police) along Fulton Industrial Blvd and Old National Hwy. Additional functionality like video analytics, crime statistics, license plate recognition, GPS tracking and gunshot detection is preferred. Maps of each roadway are provided in Appendix G & H.

## Projects

This contract may be divided into the following projects:

- **Project I – Government Center Campus; Justice Center Campus**  
Access Control and Surveillance. Campus buildings are located near 141 Pryor Street, SW Atlanta, GA 30303 (See map in Appendix K)
- **Project II – Unincorporated Fulton County Surveillance**
  - Strategic installation of surveillance systems along **Fulton Industrial Blvd** (See map in Appendix G)

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- Strategic installation of surveillance systems along **Old National Hwy**  
(See map in Appendix H)
  - **Project III** – Expansion to other FCG facilities or additional Unincorporated Fulton outdoor locations

Each of the above projects may be considered separate projects with separate funding sources and reporting requirements. For example, the Unincorporated Fulton County Surveillance project is grant funded and will require special reporting by the vendor in order to comply with the grant process. Projects may be implemented concurrently.

### **Project Methodology/Phases**

Each project will involve the following project methodology/phases (at minimum):

- **Design Phase**
  - Assessment
    - Onsite inspection of each project facility/location
    - Assessment of operational environment (e.g. use, functionality, location, environmental considerations, etc.)
    - Assessment of IT environment (e.g. wiring, power considerations, network capacity, wireless, etc.)
    - Assessment of existing physical security environment (e.g. cameras, access control systems, etc.)
  - Deliverables
    - Detailed deployment/installation recommendations specific to each building, floor, area, etc. (e.g. device type, integration connections, etc.)
    - Detailed drawings including recommended device placement, wiring, owners manuals, schematic diagrams, etc. (e.g. CAD Drawings, floor plans, etc.)
    - Drawings shall show point to point wiring diagrams for all system components used in the system. Details shall include all device locations, wiring diagrams for each type of device and each device location. Include exploded device installation details for each device installed. Provide drawing index and drawings to include hardware schedules, block diagrams and risers with reference numbers, floor plan device layouts, conduit/cable routing plans, access control mounting and wiring diagrams and wall and rack elevations with terminations. Wiring details shall include riser each cable identifier, cable type, termination details for all panels and components that make up the system. Electronic format

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for drawings shall be “.dwg”.

- Detailed cost breakdown including all labor, equipment & materials required to fully install recommended design by floor and/or floor section, roadway segment, etc. and per predefined Pricing Schedule (Appendix J and J-1).
- Due to the security sensitive nature of this project, all documents and records created or transmitted during this project are the property of the County and must be submitted back to the County at the term of this contract. Vendor will also be required to sign a confidentiality agreement.

- **Ordering & Pricing**

- The vendor must be a certified Cisco Systems' Authorized Technology Provider (ATP) in the areas of Physical Access Control and Video Surveillance. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.
- It is expected that all vendors responding to this solicitation will offer the vendor's discounted government or comparable favorite rates or the best government pricing that is available in completing the Pricing Schedule (Appendix J and J-1).
- Vendor must submit completed pricing schedule (Appendix J) which includes pricing for Cisco equipment, labor and materials. Pricing shall include all anticipated charges, including, but not limited to: cost of materials and product, installation, training, all applicable taxes, overhead, profit, and cost of providing insurance as required.
- The proposer's pricing proposal must describe how future price increases (if any) will be minimized and capped and how both increases and decreases will be passed on to the County if the contract is renewed after the initial term.
- No minimum ordering estimate is stated in this RFP. The County will not be required to use any goods or services that may result from this RFP. The County will make its purchasing decision based on what is in the best interest of the County.
- All equipment shall be guaranteed to be new and to perform to the manufacturer's specifications and vendor shall warrant the equipment against defects in installation, materials, and workmanship.
- **Ordering Process**
  - Describe the process to establish an account for the County's Department of Information Technology to purchase goods or services on behalf of any County agency under any agreement that may result from this RFP.

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- Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.), including the ordering and acknowledgement requirements.
  - **Installation**
    - The County will utilize its existing low-voltage wiring vendor to install any necessary **indoor** cabling (e.g. CAT 6) from wiring closet to end-point device (e.g. camera) based on approved design specifications. This cost should not be included in the vendor's cost proposal.
    - The selected vendor will provide all outdoor cabling (e.g. cabling needed to support the turnkey surveillance solution including wireless or wired network equipment and/or materials for Project II-Unincorporated Fulton County Surveillance). The vendor will be required to have the equipment necessary to install and support outdoor components (e.g. bucket truck, etc.)
    - The selected vendor must describe its solution for network security (e.g. wired, WiFi, interface security, etc.) to restrict unauthorized access.
    - The vendor shall include a description of its installation process and qualifications of available personnel, including factory authorized certifications, to perform installation services, including functionality tests that are performed and timing requirements, as required.
    - The vendor shall install all system components and appurtenances in accordance with the manufacturer's specifications, referenced practices, guidelines, and applicable codes. Furnish all necessary interconnections, services, and adjustments required for a complete and operable system as specified. Control signal, communications, and data transmission line grounding shall be installed as necessary to preclude ground loops, noise, and surges from adversely affecting system operation.
    - The vendor is required to place entire system into full and proper operation as designed and specified including:
      - Verify that all hardware components are properly installed, connected, communicating, and operating correctly.
      - Verify that all system software is installed, configured, and complies with specified functional requirements.
    - All products ordered under any resulting contract from this RFP shall be completely installed and tested for functionality by the vendor. The vendor shall provide all materials, equipment, parts and labor necessary for the installation of the ordered products. The vendor shall be responsible to transport all ordered products to the end user's facility prior to installation. The end user will not be responsible for risk of loss for any materials delivered to its facility prior to the vendor completing installation of the product.

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- Physical installation of devices based on County approved design specifications
  - The vendor shall perform final acceptance testing in the presence of County's authorized representative, executing a point by point inspection against a documented test plan that demonstrates compliance with system requirements as designed and specified:
    - Submit documented test plan to County at least (14) days in advance of acceptance test, inspection, and check-off.
    - Conduct final acceptance tests in presence of County's authorized representative, verifying that each device point and sequence is operating correctly and properly reporting back to control panel and control center.
    - Acceptance by County is contingent on successful completion of check-off; if check-off is not completed due to additional work required, re-schedule and perform complete check-off until complete in one pass, unless portions of system can be verified as not adversely affected by additional work.
    - The system shall not be considered accepted until all acceptance test items have been successfully checked-off. Beneficial use of part or all of the system shall not be considered as acceptance.
  - The vendor shall describe its access to products and ability to fill a large number of orders, including installation services, within three (3) months of notice to proceed.
  - The County may evaluate the quality of a vendor's products submitted in its proposal through a demonstration of all products that meet the specifications this RFP, as determined by the County.
  - The vendor shall describe what services it provides to train County staff on the safe and effective operation of all equipment ordered under a contract that may result from this RFP as well as the qualifications of available vendor personnel who will perform the training services. The vendor shall also indicate when training typically occurs after installation of ordered equipment.
  - All products offered for sale by the vendor to the County under any resulting contract from this RFP must be compliant with all standards and regulations as set forth by all federal agencies and state and local governmental entities. All installations and materials shall meet state and local building and electrical codes, as well as Georgia fire and safety codes.
  - **Maintenance**
    - Vendor shall describe the warranty in terms of coverage, terms and conditions and duration for all installation work purchased under any agreement that may result from this RFP.

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- The vendor software, hardware, and installation shall be warranted against defects and workmanship for a minimum of (12) months, covering all parts and labor, after final acceptance of each installation site, floor, area etc. by County.
  - The vendor shall guarantee that the application software/firmware remains current at all times with the latest enhancements, and is supported by the manufacturer with remote diagnostics capability and technical phone support.
  - The vendor shall be the primary contact and responsible for all service and support and officially recognized and backed by the equipment manufacturer.
  - The vendor shall describe its onsite maintenance services (maintenance contract plans and time and materials maintenance), as well as submit its terms and conditions for maintenance services. In addition, vendor shall describe its ability to respond within two (2) hours and begin performing any onsite maintenance work at any County facility or at any multiple facilities simultaneously within twelve (12) hours of receiving a service request.
  - The vendor shall perform manufacturer's recommended preventative maintenance on all applicable components and/or devices.
  - The vendor shall describe what percentage of its spare parts inventory is typically in stock and available for any requested maintenance work to be performed for any County agency within 24 hours of vendor's repair technician determining a need for such parts. The vendor shall also describe what the average lead time is for those remaining spare parts which are not typically in stock and available within 24 hours.
  - The vendor shall provide system operations, administration, and maintenance training by factory trained personnel qualified to instruct and provide the following:
    - County will designate personnel to be trained.
    - Provide printed and/or softcopy training materials for each trainee including product manuals, course outline, workbook or student guides, and written examinations for certification.
    - Provide hands-on training with operational equipment.
    - Training shall be oriented to the specific system being installed under this contract as designed and specified.
  - **Customer Service**  
Describe the level of customer service that will be provided, including hours of operation, procedures that will ensure consistency, and problem escalation and resolution. The description should include, but is not limited to:

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- a. Telephone customer service and onsite service organizational structure;
  - b. Contact process (phone, email, web, fax, etc.);
  - c. Follow up process;
  - o d. Internal procedures to track customer service contact and resolution;

### **Minimum Requirements**

- The system and all components must comply with the County's existing IT infrastructure, technology standards and protocols. The County's current IT network equipment platform is Cisco Systems. The prime vendor must be an authorized Cisco Systems Premier (or higher) Partner with Advanced Technology Partner (ATP) certification in the areas of Physical Access Control Security and Video Surveillance. Vendors may elect to team with distributors or other vendors to meet the requirements of this RFP.
- The Vendor shall have at least two (2) Cisco Certified Network Associates (CCNA) and two (2) Cisco Certified Network Professionals (CCNP) Employed full-time in the practice of designing, building and maintaining Cisco Ethernet networks, including physical surveillance systems.
- The Vendor shall have been in the practice of designing and installing IP physical surveillance systems for at least two (2) years, preferably three (3) or more years.
- The Vendor shall provide a minimum of (3) references whose systems are of high complexity and have been installed and maintained by the Vendor.
- At time of RFP, the vendor shall be licensed by the state or local jurisdiction to perform security work within the state. Contractors who have security licenses or permits pending shall not be considered acceptable for bidding on this project.
- The vendor shall assure that all personnel working on the project are registered with the state or local jurisdiction Systems Licensing Board as provided for by current state statutes.
- Due to the security sensitive nature of this project, the vendor and all personnel working on the project must sign confidentiality agreements and criminal background check waivers.
- It is expected that all vendors responding to this solicitation will offer the vendor's discounted government or comparable favorite rates or the best government pricing that is available in completing the Pricing Schedule (Appendix J).
- The vendor will be required to deliver a turnkey surveillance solution that allows County public safety agencies to view live and recorded video via Internet-based interfaces (GIS interface preferred) from any computer on the County's network, including patrol cars.



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#### **4.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

##### ***Section 1 - Executive Summary***

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

##### ***Section 2 – Project Plan***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.
  - a. Sample Design Document by vendor from a previous access control and surveillance project illustrating the vendors design abilities.

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### ***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in the State of Georgia appraisal contract work.
3. The Project Manager must have a minimum of five (5) years experience in real estate mass appraisal and must have completed a sexennial re-evaluation and a triennial update project within the past five (5) years in the State of Georgia.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background
  - Current and Past Relevant Work Experience
  - Include two (2) references for each key personnel member on similar projects.

### ***Section 4 – Relevant Project Experience***

Identify three (3) projects where the Proposer has performed at least three (3) analysis or process reviews of a COUNTYWIDE ACCESS SYSTEMS, VIDEO SURVEILLANCE SYSTEMS, AND MAINTENANCE PROGRAM with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which currently have integrated access and video surveillance systems. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

### ***Section 5 – Proposer Financial Information***

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

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If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

#### ***Section 6 - Availability of Key Personnel***

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

#### ***Section 7- Local Preference***

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

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The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
  - Copy of a lease or rental agreement, or;
  - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

### ***Section 8 – Disclosure Form and Questionnaire***

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

### ***Section 9 – Cost***

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The

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respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

**Lowest cost submitted**

***Each successive cost*** ***X*** ***Points allocated for cost in RFP = Cost proposal score***

***[Use this cost format example when requesting lump sum/total cost pricing]***

***Section 10 – Cost***

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

**Lowest cost submitted**

***Each successive cost*** ***X*** ***Points allocated for cost in RFP = Cost proposal score***

## **4.5 COST PROPOSAL FORMAT AND CONTENT**

1.1.1 The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

The cost proposal consists of two major areas.

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The first area is pricing for Cisco products, expressed as a simple percentage of discount from manufacturer's (Cisco) list price.

The second major pricing area for this proposal consists of labor and non-Cisco materials cost as developed and quoted from a detailed representative example of a typical physical security installation project. The respondent is not only required to furnish pricing amounts where indicated, but is also required to document comprehensive labor and materials detail sufficient to clearly convey the cost for all significant components in the representative example. This is important because the cost proposal will be used as the pricing basis for all actual installations which are performed from the resulting award of this RFP. Labor and non-Cisco materials prices shall be the same as is listed in the cost proposal for all components and/or system installations which are substantially similar to the representative examples in the cost proposal.

The cost proposal will be evaluated by allocating points in three areas. X points will be given for greatest discount from Cisco list price. X points will also be given for overall lowest labor & non-Cisco materials price on the representative example. An additional X points will be awarded to the best itemized and detailed cost proposal as judged by the RFP review committee.

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## SECTION 5 EVALUATION CRITERIA

### 5.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<b>Evaluation Criteria</b>	<b>Weight</b>
Comprehensiveness of Proposal	20%
Qualifications of Key Personnel	20%
Relevant Project Experience	25%
Financial Responsibility	5%
Availability of Key Personnel	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 6 PROPOSAL FORMS**

### **6.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror



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## **6.2 PROPOSAL FORMS DESCRIPTION**

### **6.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **6.2.2 Non-Collusion Affidavit of Bidder/Offeror**

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **6.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### **6.2.4 Disclosure Form and Questionnaire**

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit Form D, which requests disclosure of business and litigation.

### **6.2.5 Georgia Security and Immigration Contractor Affidavit and Agreement**

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### **6.2.6 Georgia Security and Immigration Subcontractor Affidavit**

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

### **6.2.7 Professional License**

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project.

### **6.2.8 Local Preference Affidavit of Bidder/Offer**

Proposer shall complete and submit Form H, which certifies that the Proposer is eligible to receive local preference points.

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**FORM A:                      CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**1.1.1.1.1 INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.